

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

## NOTICE OF MOTION

TO: David M. Siegel & Philip V Martino Brad Brooks  
Associates Chapter 7 Trustee 263 Robin Dr.  
790 Chaddick Drive 300 N LaSalle Sauk Village, IL 60411  
Wheeling, IL 60090 Suite 4000  
Chicago, IL 60654

PLEASE TAKE NOTICE THAT on April 23, 2019, at 9:30 a.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Janet S. Baer in Courtroom 615 at the U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60603, or any other judge sitting in her stead, and then and there present MOTION FOR RELIEF FROM THE AUTOMATIC STAY, a copy of which is attached hereto and is herewith served upon you.

/s/ Kenneth B. Drost  
KENNETH B. DROST  
Attorney for Gateway One Lending & Finance

Kenneth B. Drost  
Drost, Gilbert, Andrew & Apicella, LLC  
4811 Emerson Avenue, Ste. 110  
Palatine, IL 60067  
(847) 934-6000  
Attorney No. 03123292

## **CERTIFICATE OF SERVICE**

I, Kenneth B. Drost, an attorney, certify that I served a copy of the foregoing MOTION FOR RELIEF FROM THE AUTOMATIC STAY on April 15, 2019 via U.S. Mail to the Debtor, and electronic notice through the CM/ECF system to all other parties before the hour of 5:00 p.m.

/s/ Kenneth B. Drost  
KENNETH B. DROST

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
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IN RE: )  
 )  
 Brad Brooks )  
 )  
 Debtor, )  
 )  
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 )  
 Gateway One Lending & Finance, )  
 ) No. 19 B 09610  
 Movant, )  
 vs. ) Judge Janet S. Baer  
 )  
 Brad Brooks and Philip V Martino, ) Chapter 7  
 Bankruptcy Chapter 7 Trustee )  
 )  
 Respondents )  
 )  
 )

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Movant Gateway One Lending & Finance, hereby moves the Court for an Order granting relief from the automatic stay, and in support thereof, states as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 151, 157, and 1334.
2. Venue of this action is proper in this District pursuant to 28 U.S.C. § 1472.
3. On or about April 3, 2019, a Voluntary Petition under Chapter 7 of the Bankruptcy Code was filed by Debtor(s) Brad Brooks, which is presently pending in the above entitled Court.
4. Philip V Martino is the duly appointed Chapter 7 Trustee and is included as a party in this Motion in his capacity as Trustee only.

5. On or about October 26, 2016, Debtor(s) entered into a written, Retail Installment Contract ("Contract") with Conway Imports Auto Sales, whereby said Debtor(s) purchased a 2011 Ford Flex SUV, Serial No. 2FMHK6DT6BBD15077 (the "Vehicle").

6. On or about the above referenced date, and as a part of the above described transaction, Conway Imports Auto Sales sold, assigned and transferred to Movant all its right, title and interest in and to the subject Vehicle. A true and correct copy of the above described Contract and Assignment is attached hereto as Exhibit 1 and incorporated herein by reference.

7. Pursuant to said Contract, Debtor(s) went into possession of the above described vehicle. At all times herein mentioned, Movant has had a perfected first security interest in the vehicle. A copy of the State of Illinois Certificate of Title commencing the security interest of Movant is attached hereto as Exhibit 2.

8. Movant has fully performed all promises, covenants and conditions owed to Debtor(s) under the subject Contract; however, on or about February 25, 2019, Debtors failed to make the required monthly payments as they became due pursuant to the terms thereof. Thereafter, Movant demanded that Debtor(s) return the subject to vehicle to Movant, but Debtor has refused to do so.

9. Movant is informed and believes that the Debtor has failed to maintain insurance on the vehicle naming Movant as loss payee, thereby impairing the value of Movant's collateral.

10. The current estimated value of the vehicle is \$12,700.00, according to present market values.

11. As a result of Debtor's default and pursuant to the terms of the Contract, Movant is entitled to accelerate the total amount of the Contract and the amount presently due and owing from Debtor(s) to Movant is \$11,609.67. Accordingly, Debtor has no significant equity in the vehicle.

Pursuant to the terms of the Contract, Movant is entitled to liquidate the vehicle and apply the proceeds to the amount of the debt.

12. Additionally, Movant requests that the Debtor(s) be required to assemble and deliver the collateral to Movant, or, in the alternative, to the Trustee pursuant to 11 U.S.C. § 521(4), and that the provisions of Bankruptcy Rule 4001(a)(3) not apply to the relief sought by Movant in this Motion.

WHEREFORE, Movant Gateway One Lending & Finance asks this Court to enter an Order granting relief from the automatic stay imposed by 11 U.S.C § 362, and permitting Movant to repossess and/or sell the vehicle described herein and apply the proceeds to the debt.

Respectfully submitted,

Gateway One Lending & Finance

By: /s/ Kenneth B. Drost  
One of its attorneys

Kenneth B. Drost  
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